

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**CERVERA AUTOMOTIVE GROUP, LLC
d/b/a VERACOM FORD**

and

Case 20-CA-264315

**PENINSULA AUTO MACHINISTS LOCAL
LODGE NO. 1414, DISTRICT LODGE 190,
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
AFL-CIO**

DECISION AND ORDER

Statement of the Case

On March 17, 2021, Cervera Automotive Group, LLC d/b/a Veracom Ford (the Respondent), Peninsula Auto Machinists Local Lodge No. 1414, District Lodge 190, International Association of Machinists and Aerospace Workers, AFL-CIO (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to Board approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

At all material times, the Respondent, a California limited liability company with an office and place of business in San Mateo, California, has been engaged in the business of selling and servicing automobiles. During the calendar year ending December 31, 2019, the Respondent, in conducting its business operations, derived gross revenues in excess of \$500,000 and purchased and received at its San Mateo, California office and place of business, goods valued in excess of \$5,000 directly from points outside the State of California. At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the National Labor Relations Act (Act).

2. The labor organization involved

At all material times, Peninsula Auto Machinists Local Lodge No. 1414, District Lodge 190, International Association of Machinists and Aerospace Workers, AFL-CIO has been a labor organization within the meaning of Section 2(5) of the Act.

3. The appropriate unit

(a) The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full and regular part-time Service Advisors and Technicians employed by Respondent at its facility located at 790 North San Mateo Dr., San Mateo, California; excluding all other employees, managers, guards, and supervisors as defined by the Act.

(b) On December 12, 2012, the Board certified the Union as the exclusive collective-bargaining representative of the unit. At all material times since December 12, 2012, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Cervera Automotive Group, LLC d/b/a Veracom Ford, its officers, agents, successors, and assigns, shall take the following affirmative action necessary to effectuate the policies of the Act.

1. Within 14 days of the Board's Order, pay each of the following unit employees the amounts set forth opposite their respective names below, representing two weeks' wages, plus

interest and excess tax liability, pursuant to *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), due to the Respondent's failure to provide the Union notice and an opportunity to bargain over the effects of its closure on unit employees.

Name of Employee	Amount Due			Total
	Wages, less all appropriate deductions	Interest	Excess Tax	
Gustavo Esparza	\$1418.00	\$61.00	\$13.00	\$1492.00
Edi Widjaja	\$1418.00	\$61.00	\$13.00	\$1492.00

Grand Total: \$2984.00

2. Within 14 days of service by the Region, duplicate and mail, at its own expense, a copy of the Notice to Employees, attached as Appendix A, to all former employees employed by the Respondent at any time since November 1, 2019.

3. Within 21 days of the Board's Order, file with the Regional Director a sworn affidavit from a responsible official describing with specificity how the Respondent has complied with the terms of the Board's Order. The sworn affidavit shall include a list of the names and addresses of all former employees to whom the Respondent mailed the Notice to Employees and shall state the date that each Notice to Employees was mailed.

Dated, Washington, D.C., May 4, 2021

Marvin E. Kaplan, Member

William J. Emanuel, Member

John F. Ring, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with your employer on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE ACKNOWLEDGE that Federal Law prohibits employers from interfering with, restraining, or coercing you in the exercise of the above rights.

WE ACKNOWLEDGE that we had a legal obligation to bargain in good faith with Peninsula Auto Machinists Local Lodge No. 1414, District Lodge 190, International Association of Machinists and Aerospace Workers, AFL-CIO (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit (the unit):

All full-time and regular part-time Service Advisors and Technicians employed by Cervera Automotive Group, LLC d/b/a Veracom Ford at our facility located at 790 North San Mateo Drive, San Mateo, California; excluding all other employees, managers, guards, and supervisors as defined by the Act.

WE ACKNOWLEDGE that we had a legal obligation to provide the Union with notice and the opportunity to bargain with us about the effects of our decision to close the business.

WE ACKNOWLEDGE that we had a legal obligation to bargain in good faith with the Union about the effects of our decision to close the business and to terminate our unit employees in January 2020.

WE WILL pay the unit employees employed in January 2020 their normal wages for a two-week period, in the manner set forth in the Decision and Order of the National Labor Relations Board, with interest, because we did not provide the Union with notice and the opportunity to bargain with us about the effects of our decision to close the business.

The Union has waived its right to bargain with us about the effects of our decision to close our business and to terminate our unit employees in January 2020.

CERVERA AUTOMOTIVE GROUP, LLC d/b/a VERACOM FORD

The Board's decision can be found at www.nlrb.gov/case/20-CA-264315 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

